

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 4/10/2014

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Release Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Release Agreement with LBYD, Inc. for Redstone Gateway, Package 1I-Lake F Expansion, Project No. 65-12-SP23

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Release Agreement to correct design services performed by LBYD, Inc. which required modification during construction. LBYD, Inc. will pay the City \$6,586.55 related to Change Order No. 1 (Resolution No. 13-973). Income to be credited back to Account No. 05-6500-0811-4002.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Marti

Date: 3/31/14

revised 3/12/2012

LS  
PK  
AM  
3-26-14

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **4/10/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Release Agreement**

Document Name: **LBYP-Redstone Gateway Package I-Lake F Project No.**

City Obligation Amount: **0**

Total Project Budget: **\$6,586.55**

Uncommitted Account Balance: **0**

Account Number: **Income to be Credited to**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating	<i>Kathy Marfi</i>	3/31/14
2) Legal	<i>Mary Clares</i>	4/3/14
3) Finance	<i>[Signature]</i>	4/4/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-**

**WHEREAS** LBYD, Inc. performed certain design services under contract to the City of Huntsville for Redstone Gateway Package I-1; and,

**WHEREAS** a portion of the design so performed by LBYD, Inc. subsequently needed modification during construction; and,

**WHEREAS** a portion of the cost of the construction modifications in Council Resolution 13-973 for Change Order Number 1, Item 52, resulting from the LBYD, Inc. design has been mutually agreed to be the responsibility of LBYD, Inc.;

**NOW THEREFORE, BE IT RESOLVED**, LBYD, Inc. agrees to pay the City of Huntsville the sum of \$6,586.55 as its settlement costs and the Mayor is hereby authorized to execute the attached Release shown as Exhibit "A".

**ADOPTED** this the 10th day of April, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 10th day of April, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**EXHIBIT "A"**  
**RELEASE**

The undersigned, respectively on behalf of the City of Huntsville, Alabama (the "Releasor"), in consideration of Six Thousand Five Hundred Eighty-Six Dollars and 55/100 cents (\$6,586.55) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby releases and forever discharges LBYD, Inc. and their agents, servants, employees, and insurers from any and all claims, causes of action, judgments, executions, debts and demands of every kind or nature whatsoever which against said persons or entities the undersigned ever had or now has by reason of, or related to, the engineering design services related to the remediation of the elevation of the storm water drainage structure that is the subject of Change Order No. 1, Item #52 on the Redstone Gateway Phase I – Lake F Modification Project (COH Project #65-12-SP23).

The Releasor declares and represents, that it is understood and agreed that this settlement is a compromise of a doubted and disputed matter and that the consideration referred to herein is not to be construed as an admission of liability on the part of any person released hereby, and said liability is expressly denied. The Releasor hereby declares and represents that it is also understood and agreed that this Release shall be binding upon the Releasor, and also be binding upon the Releasor's heirs, devisees, administrators, executors, assigns, grantees, transferees, lessees and all other successors in interest.

The Releasor affirms that it has carefully reviewed and read this Release and knows its contents and that it has caused to be executed by its own free act and deed.

**The City of Huntsville, Alabama**

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_, 2014

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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**LBYD, Inc. Civil & Structural Engineers**

By: [Signature]

Its: EXECUTIVE VICE PRESIDENT

DATED: 3/11, 2014

SUBSCRIBED AND SWORN to before me this 11th day of March 2014.

[Signature]  
Notary Public

My Commission Expires: 7-10-16